EXHIBIT A

STATE OF RHODE ISLAND   SUPERIOR COURT
PROVIDENCE, SC.

HODOSH, LYON & HAMMER, LTD
    Plaintiff

    v.   C.A. NO: PC-2015-

BARRACUDA NETWORKS, INC., Alias
BARRACUDA BACKUP SERVICE, Alias
    Defendants

COMPLAINT

Parties

1.   Plaintiff **HODOSH, LYON & HAMMER, LTD** (hereinafter, "HL&H")

is a limited liability law firm, duly organized and existing, and licensed to practice law, within

and by the State of Rhode Island.

2.   Upon information and belief, Defendant **BARRACUDA NETWORKS, INC.,** Alias

(hereinafter "Barracuda") is a California corporation with an address of 3175 Winchester Blvd.,

Campell, California 95008.

3.   Upon information and belief, Defendant **BARRACUDA BACKUP SERVICE,** Alias

(hereinafter, "Barracuda Backup") is a brand name, fictitious name, or subsidiary of Defendant

BARRACUDA NETWORKS, INC., Alias.

4.   Defendant Barracuda has sufficient minimum contacts with the State of Rhode Island, so

as to confer long-arm jurisdiction of this Honorable Court pursuant to G.L. (1956) § 9-5-33.

COUNT I

(Breach of Contract)

5.   In or about February 2010, Plaintiff HL& H purchased Barracuda Backup.

6.   The purpose of said product was to provide backup services for Plaintiff's computer drives and data on its server.

7.   On or about January 23, 2014, HL& H's server crashed, resulting in a total loss of data on all drives.

8.   During the recovery process, HL & H found that a major folder was missing data, and that the data was missing from the backup as well.

9.   HL & H found that the missing data could not be recovered from local or cloud storage.

10.   The irrevocable loss of data is a direct and proximate cause of defects in Barracuda's backup software.

11.   Said defect is in breach of Defendant's contract with Plaintiff.

12.   As a direct and proximate result thereof, HL & H has expended, and will be caused to expend, great sums to recreate its data, and has been otherwise greatly injured and damnified.

WHEREFORE, Plaintiff **HODOSH, LYON & HAMMER, LTD** demands judgment as against Defendants **BARRACUDA NETWORKS, INC.**, Alias and **BARRACUDA BACKUP SERVICE**, Alias in the sum of Two Hundred Thousand ($200,000) Dollars, plus interest, costs and attorney fees for the prosecution of this action.

COUNT II

(Breach of Warranty)

13.   Plaintiff hereby re-alleges paragraphs 1 through 12 inclusive of its complaint, as if set

forth herein *verbatim*.

14.   The defects in Defendant's software are breaches of Barracuda's warranties, express

and/or implied.

15.   The defects in Defendant's software are breaches of its warranties of merchantability

and/or fitness, express or implied.

16.   As a direct and proximate result thereof, HL & H has expended, and will be caused to

expend, great sums to recreate its data, and has been otherwise greatly injured and damnified.

WHEREFORE, Plaintiff **HODOSH, LYON & HAMMER, LTD** demands judgment

as against Defendants **BARRACUDA NETWORKS, INC.**, Alias and **BARRACUDA**

BACKUP SERVICE, Alias in the sum of Two Hundred Thousand ($200,000) Dollars, plus

interest, costs and attorney fees for the prosecution of this action.

COUNT III

(Negligence)

17.   Plaintiff hereby re-alleges paragraphs 1 through 16 inclusive of its complaint, as if set

forth herein *verbatim*.

18.   Defendants Barracuda negligently developed, maintained and/or manufactured its

Barracuda backup software.

19.　As a direct and proximate result thereof, HL & H has expended, and will be caused to expend, great sums to recreate its data, and has been otherwise greatly injured and damnified.

WHEREFORE, Plaintiff **HODOSH, LYON & HAMMER, LTD** demands judgment as against Defendants **BARRACUDA NETWORKS, INC.**, Alias and **BARRACUDA BACKUP SERVICE**, Alias in the sum of Two Hundred Thousand ($200,000) Dollars, plus interest, costs and attorney fees for the prosecution of this action.

COUNT IV

(Misrepresentation)

20.　Plaintiff hereby re-alleges paragraphs 1 through 19 inclusive of its complaint, as if set forth herein *verbatim*.

21.　Defendants Barracuda knew of the defects in their software at the time it sold said software to Plaintiff and/or at a minimum learned of said defect substantially prior to the time HL & H's server crashed.

22.　Defendants Barracuda neglected, failed, or refused to divulge said defects to Plaintiff.

23.　Defendants Barracuda intentionally and fraudulently misled Plaintiff by failing to disclose known defects.

24.　At some time, unknown to Plaintiff, Barracuda became aware of the defect, and released a fix without notifying its customers, including Plaintiff.

25.　As a direct and proximate result thereof, HL & H has expended, and will be caused to expend, great sums to recreate its data, and has been otherwise greatly injured and damnified.

26.   Said conduct was wanton, reckless, willful, bordering on criminality so as to justify the imposition of punitive damages.

WHEREFORE, Plaintiff **HODOSH, LYON & HAMMER, LTD** demands judgment as against Defendants **BARRACUDA NETWORKS, INC.**, Alias and **BARRACUDA BACKUP SERVICE,** Alias in the sum of Two Hundred Thousand ($200,000) Dollars compensatory damages; Two Hundred Thousand ($200,000) Dollars punitive damages, plus interest, costs and attorney fees for the prosecution of this action.

HODOSH, LYON & HAMMER, LTD
By its attorney,
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